

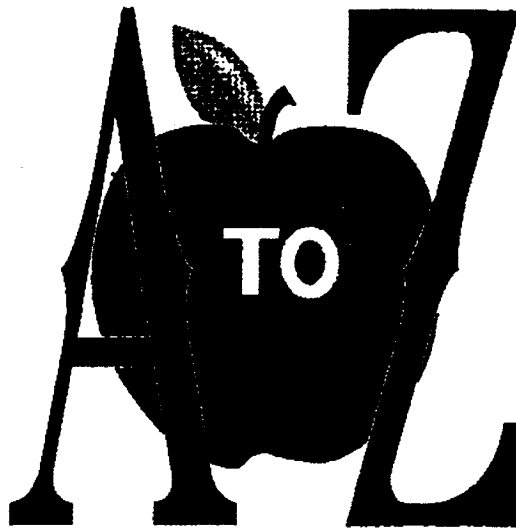
**AGREEMENT
BETWEEN**

**CLINTON COMMUNITY SCHOOL
DISTRICT**

AND

**COMMUNICATIONS WORKERS OF
AMERICA - PARAEDUCATORS**

2006 - 2008



COMMUNICATIONS WORKERS OF AMERICA: PARAEDUCATORS

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2006-2008 Work Agreement for Paraeducators

1. SICK LEAVE

Paraeducators employed on an annual basis will be allowed 15 days sick leave annually accumulated to 160 days, including time for the current year. Sick leave will be granted in proportion to the workday (e.g., a 4-hour day means 15 sick leave days of 4 hours each). A paraeducator employed for more than one month and less than a year shall have sick leave days pro-rated. Sick leave is assessed at ½ day minimum per absence.

2. FAMILY ILLNESS

Time, not to exceed five (5) days in any one school year, may be used in case of serious illness in the immediate family of the employee. Time off shall be charged to the employee's sick leave. If the employee has worked for the district for more than ten (10) years, or has not used more than twelve (12) days of such leave in the past five (5) year period, the employee will be eligible for an additional three (3) days of such leave upon application to, and approval by, the Superintendent of Schools. This additional time shall be charged to sick leave. Immediate family shall include the employee's spouse, child (including foster & step), parent (including foster & step), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother and grandchild and any other member of the immediate household.

3. FAMILY MEDICAL LEAVE ACT

Bargaining unit employees are entitled to Family Medical Leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993.

4. FUNERAL LEAVE

- (a) Up to five (5) days emergency leave at full pay will be allowed in case of death in the immediate family. Immediate family shall include the employee's spouse, child (including foster & step), parent (including foster & step), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild and any other member of the immediate household. This leave will not be charged to sick leave.
- (b) One (1) day's leave will be granted in the event of the death of a friend or relative outside the employee's immediate family as defined above. Up to one (1) additional day will be allowed if the funeral is held more than one hundred eighty (180) miles from Clinton and travel necessitates an additional day. Such allowance for funerals shall not exceed three (3) days in any one year. This leave shall be charged to sick leave.

- (c) In the event of the death of an employee or student in the Clinton Community School District, the principal or immediate supervisor, with the approval of the Superintendent, may grant the appropriate number of Employees up to one-half day off to attend the funeral with pay.

5. SPECIAL LEAVE

Leave not to exceed two (2) days in one school year may be provided members of the bargaining unit upon approval of the Superintendent, or his/her designee, under the conditions outlined in this paragraph. Such requests for leave with accompanying pertinent data shall be submitted to the immediate supervisor for acknowledgment and forwarded to the Superintendent, or his/her designee for a decision. Requests for such leave shall be submitted on the proper form five (5) days in advance when possible. Conditions for approved special leave include:

- (1) personal emergencies including:
 - (a) calamities (fire, flood, explosion, etc.) to one's residence or residence of a member of the immediate family
 - (b) auto accidents requiring immediate attention,
 - (c) weather or travel conditions that prevent employees from returning to their local residence after weekends or vacations,
 - (d) sudden unexpected events, which arise in the immediate household demanding immediate attention, that are not subject to other provisions of this contract.
- (2) personal privilege including attending:
 - (a) a graduation from a recognized community college, college, trade school or university where a degree is awarded to the employee, employee's spouse, child, grandchild, parent, brother or sister,
 - (b) a ceremony where a unique award is presented to the employee, employee's spouse, child or parent;
 - (c) a high school state tournament where the employee's child is a participant and attendance at the event requires that the employee be absent from work,
 - (d) attend the employee's own wedding or the wedding of a member of the employee's immediate family,
 - (e) moving household goods other than when leaving the employ of the Clinton schools,

- (f) up to one-half (1/2) day to attend the kindergarten round-up of the employee's child;
 - (g) Military deployment of a spouse, child, step or foster child, grandchild, parent, step-parent, brother, sister, or a member of the immediate household to a military conflict or upon return from a military conflict.
- (3) legal and professional transactions that cannot be scheduled during non-work hours including:
- (a) court appearances scheduled by civil authorities,
 - (b) conferences with attorneys which cannot be scheduled for other times,
 - (c) child's initial college orientation session,
 - (d) appointments with university officials for the purpose of attending to the details of an approved graduate school program.
- (4) The Superintendent, or his/her designee, may grant special leave for reasons other than those in this paragraph provided they are, in the judgment of the Superintendent, or his/her designee, within the spirit of the policy.

Special leave shall not be available for recreation, travel, weddings (except as indicated above), shopping, job interviews (except for employees terminated due to staff reduction), or activities which result in taxable income for the employee.

6. JURY/LEGAL LEAVE

Any employee called for jury duty during the workday or who is required by subpoena to appear in any judicial proceedings shall be provided the necessary time at district expense. Any fees or remuneration, excluding reimbursed travel expense, the employee receives during such leave period shall be transmitted to the Clinton Community School District.

Should the employee be released from duty for any period of one-half day or more, he/she shall be expected to return to work.

The Director of Human Resources may grant Jury/Legal Leave when an employee is asked by legal counsel to appear/testify.

7. DUTY FREE LUNCH

Any paraeducator working six (6) hours per day or more shall have a duty-free lunch period of thirty (30) minutes per day. The duty-free lunch period shall not be included as part of the hours worked per day. The time for the lunch period shall be set with the approval of the building principal. Paraeducators working less than six (6) hours per day

may have duty-free lunch arranged outside their regular work hours at the discretion of the building principal.

8. HEALTH INSURANCE

The Board of Education will pay \$92.03 toward the monthly cost of a single health insurance plan for paraeducators who regularly work thirty (30) hours per week or more, provided they are accepted by the insurance company. The employee will be expected to inform the school business office how they wish to pay their portion of the cost. (The amount may be deducted from the employee's check, or paid for in advance.) The employee may also qualify for a family health plan by paying the difference between district monthly payment and the full cost of the family plan per month.

The coverage is listed in the Clinton Community School District's Group Medical Plan document.

9. SALARY

Paraeducators will be paid biweekly. The work period for pay purposes will end on Saturday.

Loss of Pay – Employees who lose pay due to an unscheduled event or malfunction such as inclement weather or no utilities will be allowed the opportunity to work hours to make up lost pay.

10. VACANCY

When a position is vacant, which management intends to fill, that would normally be in the bargaining unit, the position shall be listed in a district wide publication. If a member of the bargaining unit wishes to apply for such position, he/she may do so by sending a letter of application to the Personnel Office within six (6) calendar days of the date of the bulletin. The district will not fill the vacancy prior to the final date that applications may be received. All members of the bargaining unit making application for such vacancies shall be granted interviews when possible by the appropriate administrator(s). All candidates will be informed in writing when the position has been filled. Voluntary transfers will not be honored during the school year unless such transfer is determined to be in the best interest of the school district.

Provisions of this paragraph will not apply during the last week prior to the start of school or during the first two (2) weeks of the school year, or to positions which result in the addition of two hours per day or less to a current bargaining unit member's contract. If a vacancy occurs after April 15, the district has the option of filling the position with a temporary employee for the remainder of the school year. If an employee wishes to be considered for vacancies which occur during the summer or through the first two (2) weeks of the school year, the employee must notify the Personnel Office before they leave for the summer.

10A. Involuntary Transfer Definitions

Definitions:

An involuntary transfer shall be a transfer of a member of the bargaining unit from one building to another and/or from one job classification to another which is not initiated by the paraeducator pursuant to Section 10 of this agreement.

Job classifications for the purposes of this section are defined in Section 11.

Notice:

When an involuntary transfer becomes necessary, the employee will receive written notice of the transfer (including the reasons for the transfer) within 10 school days of the date the necessity for such transfer becomes known.

Nothing herein shall prohibit an paraeducator notified of an involuntary transfer from applying for an open position pursuant to Section 10 of this agreement.

Appeal:

If an employee requests a meeting with the Superintendent regarding a proposed involuntary transfer or the reasons for such a transfer, the Superintendent shall meet with the employee and a representative of the employee's choosing. Neither the physical transfer itself nor the reasons for such transfer shall be grievable under this contract, but the assistant shall have the right to appear before the Board in executive session to appeal the Superintendent's decision. The Board decision shall be final and binding.

11. SENIORITY

Definition:

Seniority will be determined from the employees last date of hire. When two or more people have the same seniority date, the last four digits of their social security numbers will be listed. The person with the lowest number will have more seniority.

Classifications shall be as follows:

Building Paraeducator
Special Education Paraeducator
BD Interventionist

When an employee moves from one classification to another, he/she will carry his/her district seniority as a paraeducator into the new classification.

For purposes of this paragraph, six and one half (6 1/2) hours shall be considered a normal workday. Employees who work 300 – 575 hours per year will receive ½ year

seniority. Employees who work 576 or more hours per year will receive one year seniority.

Seniority will be lost upon discharge, termination, or resignation. A layoff of two (2) years shall be considered a termination.

STAFF REDUCTION

When the employer determines a staff reduction is necessary, the least senior employees will be laid-off. Employees who have been laid-off will be placed on the re-call list.

Employees who have been notified their position will be eliminated for the next school year will be placed on a re-assignment list; unless their low seniority warrants them to go on the recall list.

Employees eligible for reemployment under this section shall keep the information listed below on file with the Human Resource Office during the period when he/she is eligible for reassignment:

1. Current employment status
2. Current mailing address
3. Current phone number
4. Where he/she can be reached during period of absence from home exceeding three (3) days.

If an employee does not respond to a letter notifying them to contact the Human Resource Department within seven (7) calendar days after the notice is sent, their name will be removed from the reassignment or recall list.

REASSIGNMENT LIST

Prior to the opening of school each vacancy will be briefly described in a document. The document will be provided to those on the reassignment list.

The person with the most seniority on the reassignment list will notify the Human Resource Department, in writing, of their first vacancy choice and will be allowed to interview for this position. The building principals or designee will be responsible to set up the interview.

If the employee wants the job after the interview they will be awarded the position.

In the event the employee is not assigned to their first choice, they may select a second choice and go through the same process. The employee will continue to choose, until they accept a position, or until the list is exhausted. The assignment must be accepted no later than one (1) working day after the interview.

The person with the next most seniority on the reassignment list will be notified by the

Human Resource Director that it is their turn to choose a position. The process will be repeated until the list is exhausted or until everyone on the list has an opportunity to select a position.

RECALL LIST

When the employees on the reassignment list have had the opportunity for a position, the most senior person on the recall list will be notified by the Human Resource Director and they may select a position from the list. If all the positions on the list have been filled, the person will be notified of each vacancy that occurs thereafter and be provided the opportunity to interview and choose each position.

The employees recalled will utilize the same process as those on the reassignment list.

Employees will be on the recall list until they have rejected all available positions or two years, whichever come last.

Employees on the recall list shall be considered before a new hire.

This proposal shall take effect immediately upon ratification of this agreement.

12. HOLIDAYS

Paraeducators who are regularly scheduled to work twenty (20) hours per week or more will be provided six (6) holidays as follows:

Labor Day
Thanksgiving
Christmas
New Year's Day
Good Friday
Memorial Day

If school is in session on one of the above listed holidays, paraeducators will be expected to work at their regular daily pay rate but will be provided an alternate day off to be designated by the superintendent or his/her designee in consultation with the association president.

13. PAYROLL DEDUCTION

Any employee(s) in the bargaining unit who is a member of the Union on the effective date of this Agreement, or who may be accepted as a member subsequent to the effective date of this Agreement, may authorize deduction of uniformly levied Union dues from their earnings by signing the form "Authorization for Check-off of Dues" which is attached hereto and made a part of this Agreement and is identified as Appendix "C".

Deduction shall be made only in accordance with the provisions of the Payroll Authorization Form together with the provisions of the Article.

Check-off deductions under all properly executed "Authorization for Check-off of Dues"

forms which have been delivered to the business office subsequent to the signing of this Agreement, shall begin with the months of September and January.

Thereafter, on or before the (10) days prior to the first of July or ten (10) days prior to the first of September, the Union shall deliver to the business office, the properly executed "Authorization for Check-off of Dues" forms under which Union membership dues are to be deducted, beginning with the following calendar month.

The Union will notify the business office, in writing, when it makes delivery of "Authorization for Check-off of Dues" forms, the amount of dues owed by employees who executed these forms.

In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, or in accordance with signed authorization, refunds to the employee will be made by the Union.

Dues deductions shall be remitted to the designated Finance Officer of the Local Union once each month within fifteen (15) days subsequent to actual deduction. Any deductions made from subsequent payrolls shall be included with the remittance for the following month.

The Clinton Board of Education shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages earned.

The Union shall indemnify and hold harmless the Clinton Board of Education against any and all liability and expenses, including reasonable attorney's fees that may arise by reason of the compliance with the terms of this Article.

14. GRIEVANCE PROCEDURE

A. Definitions

Grievance - A grievance is a claim by an employee or the Association that there has been a violation, misapplication, or misinterpretation of any provision of this agreement.

Aggrieved Person - An "aggrieved person" is the person who has suffered the alleged violation.

B. Purpose

The purpose of this procedure is an attempt to secure equitable solutions to problems relating to the application of this agreement.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and reasonable effort should be made to expedite the process.

2. Principal or Immediate Administrative Supervisor or His/Her Designee (Informal)

An employee with an alleged grievance shall first discuss it with the Principal or Immediate Administrative Supervisor or his/her designee with the objective of resolving the matter informally. To be considered, the grievance must be discussed within 20 workdays after the alleged violation, or within 20 workdays from the time that the employee could have reasonably been expected to be aware of the violation.

3. Level One -Principal or Immediate Administrative Supervisor or His/Her Designee(Formal)

If, as a result of the informal discussion with the Principal or Immediate Administrative Supervisor or his/her designee, a grievance still exists, the aggrieved person(s) may, within six (6) working days after the informal discussion, invoke the formal grievance procedure by submitting the form set forth in Appendix B. Said form, when completed and submitted, shall be signed by the grievant. A completed copy of the grievance form shall include the specific section(s) and/or article(s) of the agreement allegedly violated, shall state the specific relief sought, and be delivered in person to the Principal or Immediate Administrative Supervisor or his/her designee. If a grievance is not filed within six (6) working days after the informal discussion with the Principal or Immediate Administrative Supervisor or his/her designee, the grievance shall be deemed settled at the informal level. The Principal or Immediate Administrative Supervisor or his/her designee shall indicate his/her disposition of the grievance in writing within six (6) working days of the presentation of the formal grievance and shall return the written disposition to the aggrieved person. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within six (6) working days, the grievance shall be transmitted to level two (2). This may be done by forwarding a copy of the original grievance form to the Superintendent of Schools or his/her designated representative, within ten (10) working days after receipt of the disposition of the grievance from the Principal or Immediate Administrative Supervisor or his/her designee. Reasons for the dissatisfaction with the proposed settlement must be given in writing. Any grievance which is not carried to level two within ten (10) working days will - be deemed settled on the basis of said answer at level one (1).

4. Level Two - Superintendent of Schools or His/Her Designee

The Superintendent of Schools or his/her designee shall meet with the aggrieved person and the person named in the grievance within ten (10) working days of receipt of the grievance. This meeting shall be private. Within ten (10) working

days of the meeting the Superintendent, or his/her designee, shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the aggrieved person. Any grievance which is not carried to level three within ten (10) working days shall be deemed settled on the basis of said answer.

5. Level Three - Arbitration

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) working days of the meeting, the Union, on behalf of the employee, may submit the grievance to grievance mediation or arbitration. Since mediation is non-binding, either side may appeal to arbitration at the end of this process. The request for arbitration must be submitted within ten (10) working days of the receipt of the answer filed by the Superintendent, or his/her designee, or from the last day that the answer was due. The Association may move the grievance to arbitration by sending written notification on the approved form to the Superintendent, or his/her designated representative, that the response was unsatisfactory and the reasons for the dissatisfaction. The Association shall also notify the PERB that arbitration is being sought.

Within ten (10) working days after written notice to the PERB of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall attempt to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the PERB by either party. The list shall consist of five (5) arbitrators and the parties shall determine by lot which shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) working days. Each party will have one additional working day to remove names alternately until only one (1) name remains. The person whose name remains shall be the arbitrator. If that arbitrator cannot serve a new list will be requested.

The arbitrator shall have no power to alter, change, detract from or add to the provisions of this agreement, but shall have the power only to apply the provisions of this agreement to the settlement arising hereunder.

The decision of the arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished a signed copy thereof.

The cost for the service of the arbitrator and arbitrator related expenses shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

D. Miscellaneous

1. Schedule of Grievances

All formal grievance hearings will take place outside school hours unless otherwise mutually agreed.

2. The presence of the aggrieved employee shall be required at all levels of the grievance procedure unless grievant is physically unable to be present.

3. Upon request of the aggrieved, the Association may provide up to two (2) representatives at any formal level. If two (2) or more employees are involved in submitting a grievance, one (1) additional Association representative (a total of three Association people) may attend the meeting.

15. **PHYSICAL EXAMINATION**

Physical Examination – New Employees

All new employees will be required to have a physical examination, by a physician of his/her choice, including items on the form for physical examinations provided by the Board of Education. The completed form shall be filed in the Superintendent's Office within thirty (30) days of initial employment. The first physical examination will be at the expense of the employee.

Physical Fitness - Continuing Employees

If a member of the bargaining unit is required to take a physical examination after the initial physical examination, the Board will pay fifty dollars (\$50) toward the cost of the physical.

16. **SUBSTITUTING**

Employees who are temporarily placed in a BD Interventionist position will receive pay based on the BD Interventionist pay schedule on the same step as their current rate of pay.

17. EFFECTIVE DATE

This contract with the Communications Workers of America - Paraeducators will be in effect from **July 1, 2006 through June 30, 2008**. This contract shall continue in effect from year to year thereafter unless written notice to change or modify is served by either party by **October 1, 2007**.

CLINTON COMMUNITY SCHOOLS

COMMUNICATIONS WORKS OF AMERICA

Joe Penell

5/31/06

PARAEDUCATORS

Kay Perry

Misty L. Gilmore

Dell Gutz

APPENDIX A
Communication Workers of America – Paraeducators

Salary Schedule

2006-2007		
Step	Paraeducator Per Hr.	BD Int. Per Hr.
1	\$8.07	\$9.31
2	\$8.36	\$9.63
3	\$8.61	\$9.91
4	\$8.84	-na-

2007-2008		
Step	Paraeducator Per Hr.	BD Int. Per Hr.
1	\$8.07	\$9.31
2	\$8.51	\$9.78
3	\$8.89	\$10.19
4	\$9.16	-na-

Beginning in 2006-2007 paraeducators and BD Interventionists employed ten (10) or more years (beginning with the 11th year) will receive an additional twenty (20) cents per hour.

Paraeducators and BD Interventionists employed fifteen (15) or more years (beginning with the 16th year) will receive an additional five (5) cents per hour (a total of twenty-five (25) cents per hour)

Paraeducators and BD Interventionists employed twenty (20) or more years (beginning with the 21st year) will receive an additional five (5) cents per hour (a total of thirty (30) cents per hour).

Paraeducators and BD Interventionists who work 576 hours or more per year will advance one salary step each year. Paraeducators and BD Interventionists who work 300 – 575 hours per year will advance one salary step every other year.

Advancements will be effective as of July 1 of each year.

The settlement total package increase for 2006-2007 is 3.97% and for the 2007-2008 it is 4%. If in year two of the settlement agreement, the amount of New Money the school district receives is ½ of a percentage point greater or less than the year two settlement of 4%, the salary will be adjusted up or down, commencing July 1, 2007, to equal a percentage which is the same as the percentage of New Money. At no time will the salary go below 2.5% nor may it go above 6.5%

APPENDIX B

GRIEVANCE FORM

Date Filed

CLINTON COMMUNITY SCHOOL DISTRICT

BUILDING

Distribution of Form:

- 1) Association President
- 2) Employee
- 3) Immediate Administrative
Supervisor or Principal
- 4) Superintendent

A. DATE VIOLATION OCCURRED _____

B. SECTION(S) OF CONTRACT VIOLATED _____

C. STATEMENT OF GRIEVANCE _____

C. RELIEF SOUGHT _____

Signature

Date

LEVEL I

A. DISPOSITION BY PRINCIPAL OR IMMEDIATE ADMIN. SUPERVISOR:

Signature of Principal

Date

LEVEL II

A.

Signature of Aggrieved Person

Date Received by
Superintendent

B. DISPOSITION BY SUPERINTENDENT OR DESIGNEE

Signature of Superintendent or Designee

Date

APPENDIX C

Date _____

AUTHORIZATION FOR CHECK-OFF OF DUES

To the Clinton Community School District:

I hereby assign to Communications Workers of America, from any wages earned by me as your employee, such sums as the Financial Officer of said Local Union may certify as due and owing from me as membership dues, in the sum of \$ _____ monthly, by said Local Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be in effect from the date of delivery hereof, to you, until the termination of the Collective Agreement between the employer and the Union which is in force at the time of delivery of this authorization unless written cancellation notice is given by me to the business office prior thereto. Written notice of cancellation of this authorization should be presented to the business office at least thirty (30) days prior to July first or January first of requested cancellation.

Signature of Employee

Date of Signature

Address

Social Security Number

Date of Delivery to Business Office